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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

FILED
2010 SEP 13 PM 4:09

SECOND AMENDMENT TO OIL AND GAS LEASE

THIS SECOND AMENDMENT TO OIL AND GAS LEASE (this "**Second Amendment**") is made and entered into as of the 17th day of August 2010 by and between **FJM PROPERTIES, L.P.**, a Texas limited partnership (herein referred to as "**Lessor**") whose mailing address is 1223 North Rock Road, Building H, Suite 200 Wichita, Kansas 67206 and **Chesapeake Exploration, L.L.C.**, an Oklahoma limited liability company, whose mailing address is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496, (herein referred to as "**Lessee**"), who owns an undivided 75% interest in the subject leases and **Total E&P USA, Inc.**, Delaware corporation, whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas, 77002 (herein referred to as "**Lessee**").

WITNESSETH THAT:

WHEREAS, Lessor and Four Sevens Oil Co., Ltd (herein "**Four Sevens**") entered into one certain Oil and Gas Lease dated April 14, 2005 (herein the "**Original Lease**"), as evidenced by a Memorandum of Oil and Gas Lease recorded in the Official Public Records of Tarrant County, Texas, as Document No. D205153962; and

WHEREAS, Lessee acquired all of the interest of Four Sevens in and to the Original Lease; and

WHEREAS, Lessor and Lessee amended the Original Lease pursuant to one certain Change of Lease Description (herein the "**First Amendment**") dated effective April 14, 2005, and recorded as Instrument No. D205312893 in the Official Public Records of Tarrant County, Texas; and

WHEREAS, the Original Lease and First Amendment shall be referred to herein collectively as the "**Lease**"; and

WHEREAS, Lessor is currently the owner of the land described in Exhibit A, which is attached hereto and made a part hereof by this reference (herein "**Land**"), which Land is a portion of the property initially encumbered by the Lease; and

WHEREAS, the parties desire to further amend the Lease insofar as it affects the Land.

NOW THEREFORE, in consideration of the foregoing recitations, the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Defined Terms.** The words in this Second Amendment commencing with a capitalized initial letter shall have the same definitions ascribed to them in the Lease except where otherwise defined herein.

2. **Drill Site.** Pursuant to the Lease, Lessee's drilling operations are limited to a 300' X 300' drill site (herein the "**Drill Site**"). The actual dimensions of the Drill Site are shown on Exhibit B, which is attached hereto and made a part hereof by this reference. The parties agree that the Drill Site shall contain 1.62 acres and shall be as shown on Exhibit B hereto.

3. **Access Right.** Lessor and Lessee agree that, so long as the Lease is in full force and effect, Lessee shall have the non-exclusive right of continuous access (herein the "**Access Right**") between the Drill Site and a public street or road over and across that part of the Land hereafter described in this Section. Lessee's current Access Right is limited to that certain gravel road which is: (a) located on the Land; and (b) depicted in and labeled as the Gravel Road on Exhibit C, which is attached hereto and made a part hereof by this reference. Notwithstanding the foregoing to the contrary, Lessor shall have the right, at any time and from time to time, to change and limit the Access Right to another specific road or roads and/or other specific part of the Land by giving Lessee written notice of the specific road or roads and/or other specific part of the Land to which the Access Right is limited and by filing in the public records of Tarrant County, Texas, a written document signed by Lessor or the then owner of the land to which the Access Right is limited, identifying the specific road or roads and/or other specific part of the Land to which the Access Right is limited. Any such limitation of the Access Right must at all times provide a continuous means of access between the Drill Site and a public road over a road or roads and/or other specific part of the Land with a minimum width of twenty-four (24') feet.

4. **Waiver of Surface Rights.** Except for Lessee's right to conduct its operations within the Drill Site, as provided in the Lease, and Lessee's Access Right, Lessee hereby forever waives any right Lessee may have to use the surface of the Land under the Lease for any purpose, including the exploration, production, transportation, storage, compression, or treatment of oil, gas or other minerals.

5. **Amending Effect.** The Lease is hereby amended to conform to the provisions of this Second Amendment. If any of the terms or provisions of the Lease conflict with the terms or provisions of this Second Amendment, the terms and provisions of this Second Amendment shall control.

6. **Binding Effect.** This Second Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed as of the day and year first above written.

LESSOR:

FJM PROPERTIES, L.P.

By: *FJM General, Inc. general partner*
Johnny W. Stevens
By: Johnny W. Stevens,
President

LESSEE:

CHESAPEAKE EXPLORATION, LLC

By: *Henry J. Hood*
Senior Vice President –
Land and Legal & General Counsel

KS
Oct

LESSEE:

TOTAL E&P, USA, INC

By: *Eric Bonnin*
Eric Bonnin
Vice President, Business Development & Strategy

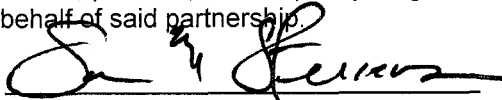
MB

ACKNOWLEDGEMENT

STATE OF KANSAS }

COUNTY OF SEDGWICK }

This instrument was acknowledged before me on the 10th day of September, 2010 by Johnny W. Stevens, as President of FJM General, Inc., a Texas corporation, in its capacity as general partner of FJM Properties, L.P., a Texas limited partnership, on behalf of said partnership.

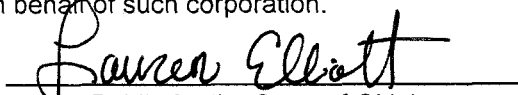

Notary Public for the State of Kansas

My Commission Expires: SEPTEMBER 20, 2014
JOY W PHILLIPS
Notary Public - State of Kansas

STATE OF OKLAHOMA }

COUNTY OF OKLAHOMA }

This instrument was acknowledged before me on the 18th day of August, 2010, by Henry J. Hood, Senior Vice President - Land and Legal & General Counsel, CHESAPEAKE EXPLORATION, L.L.C., an Oklahoma limited liability company, on behalf of such corporation.

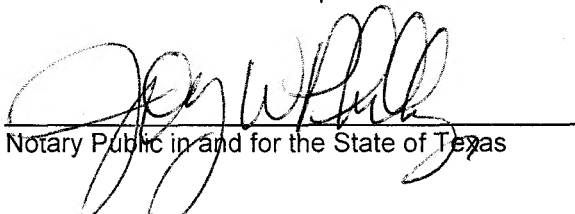

Notary Public for the State of Oklahoma

My Commission Expires:

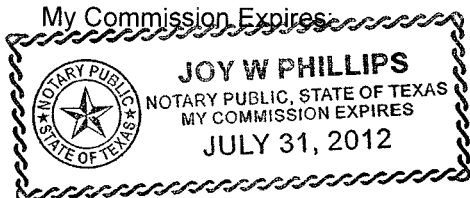
STATE OF TEXAS }

COUNTY OF HARRIS }

The foregoing instrument was acknowledged before me this 30th day of August, 2010, by Eric Brown as Vice President, Business Development & Strategy of TOTAL E&P USA, INC., a Delaware corporation, as the act and deed and behalf of such corporation.


Notary Public in and for the State of Texas

My Commission Expires:


JOY W PHILLIPS
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JULY 31, 2012

After recording, return to:
Russell J. Norment
Brackett & Ellis, PC
100 Main St., 4th Fl.
Fort Worth, TX 76102

EXHIBIT "A"

BEING a 59.961 acre tract of land in the J.F. Heath Survey, Abstract Number 641, situated in the City of Fort Worth, Tarrant County, Texas, and being a portion of that certain tract of land described in deed to FJM Properties, L.P., recorded in Volume 15387, Page 209, Deed Records, Tarrant County, Texas. The bearings for this survey are based on the bearings as they appear in Volume 15387, Page 209, Deed Records, Tarrant County, Texas. Said 59.961 acre tract of land being described by metes and bounds as follows:

BEGINNING at a capped 5/8" iron rod stamped TNP found on the east right of way line of the Fort Worth and Western Railroad, a 100' railroad right of way, same being the west line of the said FJM Properties tract and being at the northwest corner of that certain tract of land described in deed to Crowley Independent School District recorded in Instrument Number D206403392, Deed Records, Tarrant County, Texas;

THENCE continuing along the said railroad right of way and along the said west line the following courses and distances:

North 2°55'00" West, a distance of 441.18 Feet to a ½" iron rod found;

North 1°54'00" West, a distance of 100.00 Feet to a ½" iron rod found;

North 0°08'00" East, a distance of 100.00 Feet to a ½" iron rod found;

North 2°10'00" East, a distance of 100.00 Feet to a ½" iron rod found;

North 4°12'00" East, a distance of 100.00 Feet to a ½" iron rod found;

North 6°14'00" East, a distance of 100.00 Feet to a ½" iron rod found;

North 8°16'00" East, a distance of 100.00 Feet to a ½" iron rod found;

North 10°18'00" East, a distance of 100.00 Feet to a ½" iron rod found;

North 12°20'00" East, a distance of 100.00 Feet to a ½" iron rod found;

North 14°10'00" East, a distance of 80.30 Feet to a ½" iron rod found;

North 14°38'03" East, a distance of 779.02 Feet to a PK nail set in Dirks Road, a variable width public right of way at the northwest corner of the said FJM Properties tract, same being the northwest corner of that certain road easement recorded in Instrument Number D209318516, Deed Records, Tarrant County, Texas;

THENCE continuing along north line of the said FJM Properties tract and along the north line of the said road easement, the following courses and distances:

South 74°51'22" East, a distance of 803.72 Feet to a PK Nail set;

South 15°21'33" West, a distance of 58.93 Feet to a ½" iron rod with a plastic cap stamped RPLS 4818 set;

South 74°38'57" East, a distance of 146.91 Feet to a 5/8" iron rod found at the beginning of a curve, concave to the north, having a radius of 2705.47 Feet, a central angle of 4°12'12", and a chord of 198.43 Feet bearing South 76°44'30" East;

Easterly along the arc of said curve, a distance of 198.47 Feet to a ½" iron rod with a plastic cap stamped RPLS 4818 set;

South 39°48'04" East, a distance of 15.43 Feet to an "X" cut set in concrete at the intersection of Dirks Road and the west right of way line of Granbury Road, a 120' public right of way;

THENCE South 0°16'44" East, along the said west right of way line, a distance of 287.00 Feet to a ½" iron rod with a plastic cap stamped RPLS 4818 set at the northwest corner of a variable width road easement recorded in Instrument D209075491, Deed Records, Tarrant County, Texas;

THENCE leaving the said west right of way line, and continuing along the north, east and south lines of the said road easement, the following courses and distances:

North 89°43'16" East, a distance of 61.81 Feet;

South 0°35'23" East, a distance of 844.60 Feet to a ½" iron rod with a plastic cap stamped RPLS 4818 set;

South 89°24'36" West, a distance of 59.07 Feet to a ½" iron rod with a plastic cap stamped RPLS 4818 set on the said west right of way line;

THENCE South 0°36'43" East, along the said west right of way line, a distance of 657.88 Feet to a ½" iron rod with a plastic cap stamped RPLS 4818 set at the northeast corner of the said Crowley Independent School District tract;

THENCE continuing along the north line of the said Crowley Independent School tract the following courses and distances:

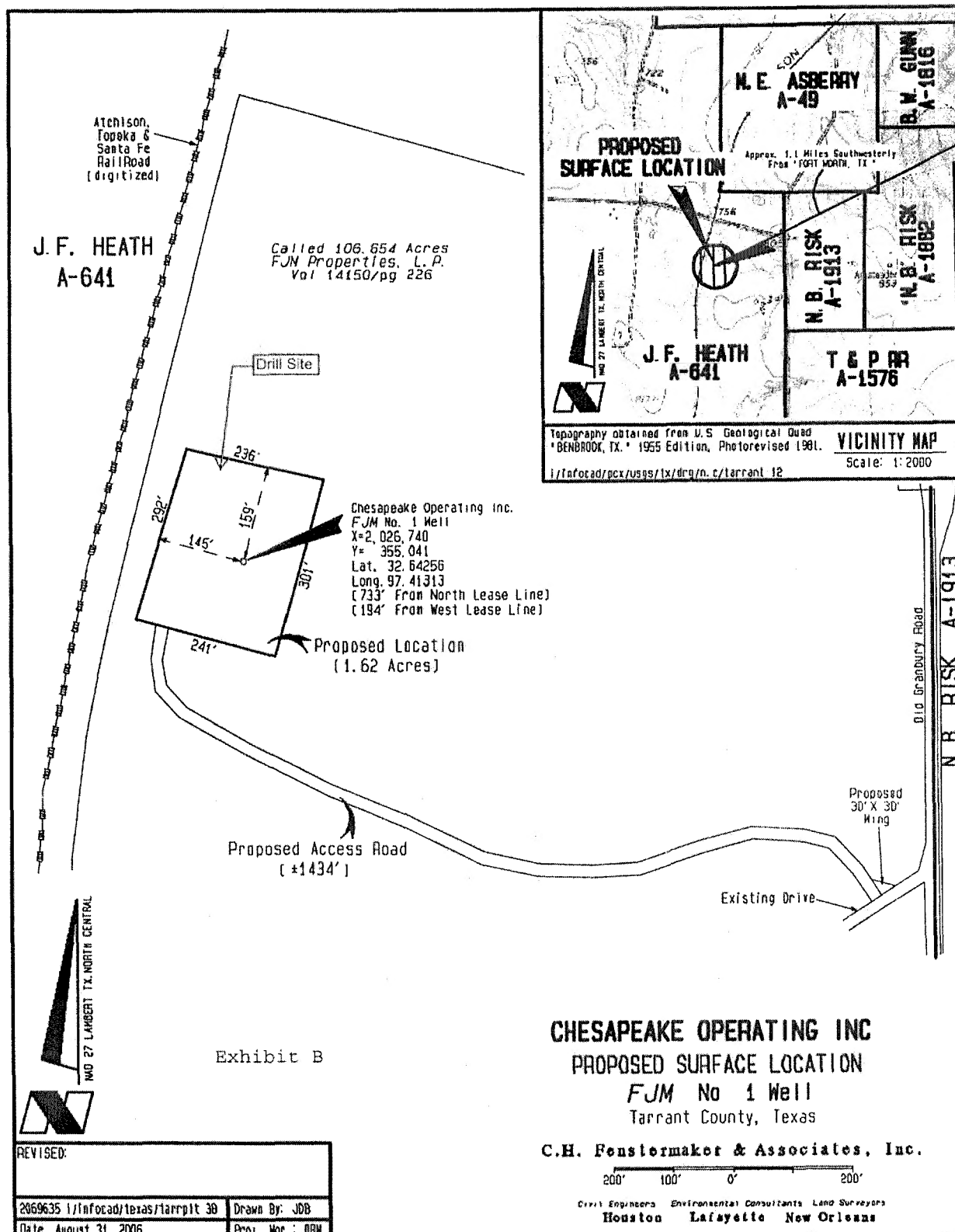
South 89°24'39" West, a distance of 295.80 Feet to a ½" iron rod found;

North 0°35'21" West, a distance of 100.78 Feet to a 5/8" iron rod stamped TNP found;

South 89°24'39" West, a distance of 1094.50 Feet to the POINT OF BEGINNING, and containing a computed area of 59.961 Acres, more or less.

END OF EXHIBIT "A"

EXHIBIT "B"



END OF EXHIBIT "B"

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

RUSSELL J NORMENT
BRACKETT AND ELLIS PC
100 MAIN STREET 4TH FLR
FTW, TX 76102

Submitter: BRACKETT AND ELLIS

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 9/13/2010 4:11 PM

Instrument #: D210224236

OPR

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PGS

\$40.00

By: _____

Suzanne Henderson

D210224236

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: DBWARD